

# EXHIBIT 63

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS**

SERVICIOS FUNERARIOS GG, S.A. DE  
C.V.,

Plaintiff,

v.

ADVENT INTERNATIONAL  
CORPORATION.,

Defendants,

And

ADVENT INTERNATIONAL  
CORPORATION,

Counterclaim-Plaintiffs,

v.

SERVICIOS FUNERARIOS GG, S.A. DE  
C.V.,

Counterclaim-Defendant.

C.A. No. 23-cv-10684-IT

**THIRD PARTY FIBRA UNO ADMINISTRACION S.A. DE C.V.'S OBJECTIONS AND  
RESPONSES TO ADVENT INTERNATIONAL CORPORATION'S SUBPOENA TO  
PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT  
INSPECTION OF PREMISES IN A CIVIL ACTION**

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Third Party Fibra Uno Administracion S.A. de C.V. ("Fibra Uno") provides its objections and responses to Advent International Corporation's ("Advent International") Subpoena to Fibra Uno Administracion S.A. de C.V. to Produce Documents, Information, or Objects or to Permit Inspection of Premises in a Civil Action (the "Subpoena").

**PRELIMINARY STATEMENT AND GENERAL OBJECTIONS**

1. Fibra Uno objects to the subpoena in its entirety for lack of proper service pursuant to FRCP 45(b). Fibra Uno provides these responses and objections provisionally, and reserves all rights to challenge the purported method of service.

2. Fibra Uno objects to the subpoena in its entirety for failure to comply with the geographic limitations of FRCP 45(c).

3. Fibra Uno objects to the subpoena in its entirety for lack of personal jurisdiction.

4. Fibra Uno's responses are based on its investigation to date of those sources within its possession, custody, or control and in which Fibra Uno reasonably believes responsive documents or information may exist.

5. Fibra Uno responds to each Request as and to the extent Fibra Uno currently interprets and understands it. If Advent International subsequently asserts an interpretation of a Request or term that differs from Fibra Uno's understanding, Fibra Uno reserves the right to alter or supplement its objections or responses.

6. To the extent Fibra Uno produces documents in response to these requests, it will do so only pursuant to a protective order that applies to its production.

7. Fibra Uno objects to the Requests insofar as Advent International seeks information or communications that are protected from discovery by the attorney-client privilege, the work product doctrine, common-interest privilege, or any other applicable laws, immunities, rules, or privileges. The production of any information by Fibra Uno in response to the Requests is not intended to be, and shall not be deemed to be, a waiver of any applicable right, privilege, or immunity.

8. Fibra Uno objects to the Requests to the extent they seek the production of documents containing confidential information including confidential and/or proprietary business, financial, personal, and/or technical information, documents, or trade secrets, the disclosure of which may damage the business of Fibra Uno, breach any duty or regulatory requirement, or violate any agreement or order pursuant to which Fibra Uno is precluded from disclosing such information or documents.

9. Fibra Uno objects to the Requests as unnecessarily complex, onerous, and unduly burdensome for a non-party and as exceeding permissible discovery. Advent International has failed to take reasonable steps to avoid imposing undue burden and expense on a person subject to the subpoena.

10. Fibra Uno objects to the Requests to the extent they attempt to impose any obligation contrary to or broader than required by the Federal Rules of Civil Procedure or the Local Rules of the applicable courts.

11. Fibra Uno objects to the Requests to the extent they attempt to impose any obligation contrary to or broader than required by applicable law, including Mexican law.

12. The objections set forth in these responses are not necessarily comprehensive, and Fibra Uno reserves the right to amend or supplement these responses should additional or different

information become known to it, whether through discovery, further investigation, or otherwise. Furthermore, by notifying you of these objections, Fibra Uno does not waive its right to seek to quash or modify the subpoena or to obtain any other relief to which it may be entitled.

### **OBJECTIONS TO ADVENT INTERNATIONAL'S DEFINITIONS AND INSTRUCTIONS**

1. Fibra Uno objects to the Definitions and Instructions to the extent they impose any obligation contrary to or broader than required by the Federal Rules of Civil Procedure, the Local Rules, and any other applicable law.
2. Fibra Uno objects to the definition of "Servicios Funerarios" as overbroad, vague, and contrary to fact to the extent it includes any entity other than Servicios Funerarios GG, S.A. de C.V.
3. Fibra Uno objects to the definition of "Fibra Uno," "you," and "your" as overbroad, vague, and contrary to fact to the extent it includes any entity other than Fibra Uno Administracion S.A. de C.V.
4. Fibra Uno objects to the definition of "El-Mann Family" as overbroad, vague, and contrary to fact.
5. El-Mann objects to the definition of "Gayosso Transaction" as overbroad and vague to the extent it includes transactions "contemplated" by the SPA.

### **OBJECTIONS AND RESPONSES TO ADVENT INTERNATIONAL'S REQUESTS**

**Request No. 1:** All documents and communications concerning the Gayosso Transaction, including:

- a) all communications and documents You reviewed regarding the Gayosso Transaction or Gayosso, including any financial statements or reports related to Gayosso or its subsidiaries;
- b) all communications between You and Servicios Funerarios or Gayosso regarding Gayosso or the Gayosso Transaction including bids, negotiations, and proceedings related thereto;
- c) all internal communications by and among Fibra Uno regarding Gayosso or the Gayosso Transaction including bids, negotiations, and proceedings related thereto; and
- d) any analysis, report, or recommendation You prepared, whether shared externally or maintained internally.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and

disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 2:** All documents and communications concerning the role of the El-Mann Family in the Gayosso Transaction, including

- a) all communications, documents, and ESI the El-Mann Family reviewed regarding the Gayosso Transaction or Gayosso, including any financial statements or reports related to Gayosso or its subsidiaries;
- b) all communications between the El-Mann Family and You, Servicios Funerarios, or Gayosso regarding Gayosso or the Gayosso Transaction including bids, negotiations, and proceedings related thereto; and
- c) any analysis, report, or recommendation the El-Mann Family prepared, whether shared externally or maintained internally.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

**Request No. 3:** All documents and communications concerning the Gayosso Transaction, including without limitation all documents and communications concerning Your, the El-Mann Family's, or Servicios Funerarios' reasons for entering into the Transaction, all terms, provisions, and drafts of the SPA, as well as any due diligence, valuation, quality of earnings, research, or other analysis conducted in connection therewith.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further

objects to this Request to the extent it presumes that “the El-Mann Family” played a “role . . . in the Gayosso Transaction.”

**Request No. 4:** All documents and communications concerning all sources of actual or potential financing or capital for the Gayosso Transaction, including without limitation any actual or potential financing from Servicios Funerarios, Pablo Pena, Carlos Pena, HSBC Holdings plc or any affiliate thereof, You, and/or the El-Mann Family or any other sources of financing or capital.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that “the El-Mann Family” played a “role . . . in the Gayosso Transaction.”

**Request No. 5:** All documents and communications with or concerning Ernst & Young, including without limitation all documents and communications exchanged with Ernst & Young or Mario Arregoytia Garcia in their capacity as a representative of Servicios Funerarios, Gayosso, any prior potential buyer of Gayosso, or any other entity or individual; all documents and communications concerning any quality of earnings report or any other report prepared by Ernst & Young; and all documents and communications concerning Ernst & Young's involvement in the Gayosso Transaction.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno’s possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 6:** All documents and communications concerning Gayosso's compliance with GAAP, IFRS, or other accounting standards or principles, including without limitation all documents and communications concerning revenue recognition and cost recognition.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno

objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control.

**Request No. 7:** All documents and communications concerning Gayosso's compliance with any legal requirements You, Servicios Funerarios, or the El-Mann Family assessed in connection with the Gayosso Transaction.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

**Request No. 8:** All documents and communications concerning any financial or accounting analysis concerning Gayosso, including without limitation all audited and unaudited financial statements, general ledgers, internal or external reports or work papers reflecting or relating to Gayosso's accounting.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 9:** All documents and communications concerning SAP or any other financial information system used by Gayosso, including without limitation any and all documents and communications concerning the removal of, or failure to enter, any invoices or any other information, as well as any other documents and communications relating in any way to the allegations in paragraph 21 of the Massachusetts Complaint.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking

documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 10:** All documents and communications concerning the formation, ownership, management, and structure of Servicios Funerarios, and your relationship therewith.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes a relationship between Fibra Uno and Servicios Funerarios. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 11:** All documents and communications concerning any financing You, Servicios Funerarios, or the El-Mann Family obtained or attempted to obtain in connection with the Gayosso Transaction, including without limitation any KYC ('Know Your Client') performed by any bank or company.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

**Request No. 12:** All documents and communications relating to the legal ownership of the Real Estate as a result of or following the Gayosso Transaction, including all documents and communications relating to the acquisition of the Real Estate as a result of or following the Gayosso Transaction by You or the El-Mann Family.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno

objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that “the El-Mann Family” played a “role . . . in the Gayosso Transaction.”

**Request No. 13:** All documents and communications relating to any investment by You or the El-Mann Family in the Real Estate.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that “the El-Mann Family” played a “role . . . in the Gayosso Transaction.”

**Request No. 14:** All documents and communications relating to the legal ownership of the Real Estate as a result of or following the Gayosso Transaction, including all documents and communications relating to Your or the El-Mann Family's acquisition of the Real Estate as a result of or following the Gayosso Transaction.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that “the El-Mann Family” played a “role . . . in the Gayosso Transaction.”

**Request No. 15:** All documents and communications related to any formal or informal agreement or arrangement between or among You, Gayosso, Servicios Funerarios, Fibra Uno, the El-Mann Family, Grupo E, or any other related or affiliated entity, or any representative or agent thereof, concerning the exchange of any benefit, including rents, for Gayosso's use of the Real Estate.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno

objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes such agreements or arrangements exist. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that "the El-Mann Family" played a "role . . . in the Gayosso Transaction."

**Request No. 16:** All documents and communications related to the reasoning behind the deal structure, including having Fibra Uno purchase the Real Estate.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 17:** All documents and communications concerning or related to any formal or informal employment, independent contractor, or consulting arrangement between Carlos Pena, on the one hand, and Servicios Funerarios, MexCap, Execution Finance, Fibra Uno, Grupo E, or any other related or affiliated entity, on the other hand, including during the negotiations of the Gayosso Transaction, and including without limitation any employment or engagement agreements, any payments made, and Communications reflecting the same.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes such arrangements exist. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control.

**Request No. 18:** All documents and communications concerning or relating to any payment made for any reason between Carlos Pena, on the one hand, and Servicios Funerarios, MexCap, Execution Finance, Fibra Uno, Grupo E, or any other related or affiliated entity, on the other hand.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-

after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes such payments exist. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control.

**Request No. 19:** All documents and communications concerning or related to any formal or informal employment, independent contractor, or consulting arrangement between any employee of Gayosso other than Carlos Pena, on the one hand, and Servicios Funerarios, MexCap, Execution Finance, Fibra Uno, Grupo E, or any other related or affiliated entity, on the other hand, including during the negotiations of the Gayosso Transaction.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes such arrangements exist. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control.

**Request No. 20:** All documents and communications concerning or relating to any payment made for any reason between any employee of Gayosso other than Carlos Pena, on the one hand, and Servicios Funerarios, MexCap, Execution Finance, Fibra Uno, Grupo E, or any other related or affiliated entity, on the other hand.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request to the extent it presumes such payments exist. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno's possession, custody, or control.

**Request No. 21:** All documents and communications relating to the income or return on investment projected to flow to You or the El-Mann Family as a result of acquiring any ownership interest in the Real Estate, including any analysis thereof.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno's status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought

from other parties, including Servicios Funerarios and/or Advent International. Fibra Uno further objects to this Request to the extent it presumes that “the El-Mann Family” played a “role . . . in the Gayosso Transaction.”

**Request No. 22:** All documents or communications between You and any advisors concerning the Gayosso Transaction including, but not limited to Deloitte LLP , Galaz, Yamazaki, Ruiz Urquiza, S.C., Ernst & Young LLP, and Mancera S.C.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno’s possession, custody, or control. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 23:** All documents or communications concerning the Mexican Civil Proceeding.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno’s possession, custody, or control. Fibra Uno further objects to this Request as seeking publicly available information. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

**Request No. 24:** All documents or communications concerning the Mexican Criminal Proceeding.

**Response:** Fibra Uno incorporates its preliminary statement, general objections, and objections to instructions. Fibra Uno objects to this Request as overly broad, unduly burdensome, and disproportionate to the needs of the case, taking into account the relative importance of the sought-after discovery for resolving issues in the case and Fibra Uno’s status as a non-party. Fibra Uno objects to this Request on the basis that it includes within its scope documents and communications not relevant to any claim or defense. Fibra Uno further objects to this Request as seeking documents that are not within Fibra Uno’s possession, custody, or control. Fibra Uno further objects to this Request as seeking publicly available information. Fibra Uno further objects to this Request on the basis that the documents sought by this Request can be obtained from and are thus more appropriately sought from other parties, including Servicios Funerarios and/or Advent International.

Dated: November 28, 2023

SUSMAN GODFREY L.L.P.

/s/ Jacob W. Buchdahl

Jacob W. Buchdahl

Beatrice C. Franklin

1301 Avenue of the Americas, 32<sup>nd</sup> Fl.

New York, NY 10019

(212) 336-8330

[jbuchdahl@susmangodfrey.com](mailto:jbuchdahl@susmangodfrey.com)

[bfranklin@susmangodfrey.com](mailto:bfranklin@susmangodfrey.com)

*Attorneys for Fibra Uno Administracio S.A. de C.V.,  
Andre El-Mann Arazi, Gonzalo Pedro Robina Ibarra*

**CERTIFICATE OF SERVICE**

I hereby certify that on November 28, 2023, copies of the foregoing were caused to be served upon the following via electronic and first-class mail:

Michael Aleo, Esq.  
Thomas Lesser, Esq.  
39 Main Street, Suite 1  
Northampton, MA 01060 (413)  
584-7331  
aleo@LNN-law.com  
lesser@LNN-law.com

David Boies, Esq.  
BOIES SCHILLER FLEXNER LLP  
333 Main Street  
Armonk, NY 10504  
(914) 356-0011  
dboies@bsfllp.com

Carlos M. Sires  
Jason Hilborn  
BOIES SCHILLER FLEXNER LLP  
401 East Las Olas Blvd.  
Fort Lauderdale, FL 33301  
(954) 356-0011  
csires@bsfllp.com  
jhilborn@bsfllp.com

Peter L. Welsh  
Daniel V. Ward  
ROPES & GRAY LLP  
Prudential Tower 800 Boylston Street  
Boston, MA 02199  
(617) 951-7050  
Peter.Welsh@ropesgray.com  
Daniel.Ward@ropesgray.com

Andrew J. Rossman (admitted pro hac vice)  
Nicholas A. S. Hoy (admitted pro hac vice)  
QUINNEMANUELURQUHART &  
SULLIVAN, LLP  
51 Madison Avenue, 22nd Floor  
New York, New York 10010  
(212) 849-7000

andrewrossman@quinnemanuel.com  
nicholashoy@quinnemanuel.com

Gabriel F. Soledad (admitted pro hac vice)  
QUINNEMANUELURQUHART &  
SULLIVAN, LLP  
1300 I Street NW Washington, D.C. 20005  
(202) 538-8000  
gabrielsoledad@quinnemanuel.com

Joseph H. Margolies (admitted pro hac vice)  
QUINNEMANUELURQUHART &  
SULLIVAN, LLP  
191 N. Wacker Drive, Suite 2700  
Chicago, Illinois 60606  
(312) 705-7400  
josephmargolies@quinnemanuel.com

/s/ Jacob W. Buchdahl